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Attorneys for School District Defendants  
 Donald Montoya; Susan Speakman; Gwen Estes;  
 Barbara Aro-Valle; Jonas Dino; Linda Fernandes;  
 Jim Navarro; Cathy Kelley; Ruth Ann McKenna;  
 Lorrie Barrera; Craig Lang; Jesus Varela;  
 Jason Robarge; Dan Fowler; Sterling Bruner;  
 Lisa Garcia; and Jennifer Daniels Crowell;

UNITED STATES DISTRICT COURT  
 NORTHERN DISTRICT OF CALIFORNIA

BRIAN BENITEZ, a minor, by BENJAMIN  
 BENITEZ, his guardian ad litem, VICTOR  
 MUNOZ, a minor, by ANGELA MUNOZ, his  
 guardian ad litem, and JESSICA PRENTICE, a  
 minor, by RONALD PRENTICE, her guardian  
 ad litem,

Plaintiff,

vs.

DON MONTOYA, Principal Logan High  
 School, in his personal and official capacities,  
 SUSAN SPEAKMAN, Acting Superintendent,  
 New Haven Unified School District, in her  
 official capacity; GWEN ESTES, President, New  
 Haven Unified School District Board of  
 Education, in her personal and official capacities;  
 BARBARA ARO-VALLE, JONAS DINO,  
 LINDA FERNADES, JIM NAVARRO,  
 Members, and CATHY KELLEY, Former  
 Member, New Haven Unified School District  
 Board of Education in their personal and official  
 capacities, RUTH ANN MCKENNA, Former  
 Superintendent, New Haven Unified School  
 District, in her personal capacity LORRIE  
 BARRERA, Logan High School House Three  
 Principal in her personal and official capacities;  
 CRAIG LANG, Logan High School House  
 Principal in his personal and official capacities;  
 JESUS VARELA, Logan High School House  
 Principal in his personal and official capacities;  
JASON ROBARGE, Logan High School Former

Case No.: C03-0392 JSW

**DECLARATION OF ANN BRICK**

Date: June 24, 2005

Time: 9:00 a.m.

Ctrm.: 2, 17<sup>th</sup> Floor

Judge: Hon. Jeffrey S. White

Assistant Principal, Activities, in his personal )  
and official capacities; DAN FOWLER, Logan )  
High School Assistant Principal, in his personal )  
and official capacity; STERLING BRUNER, )  
Logan High School Administrator, in his )  
personal and official capacities; LISA GARCIA, )  
Logan High School Administrator, in her )  
personal and official capacities; JENNIFER )  
DANIELS-CROWELL, Logan High School )  
Administrator, in her personal and official )  
capacities; CITY OF UNION CITY; RANDY )  
ULIBARRI, Police Chief, City of Union City, in )  
his personal and official capacities; UNION )  
CITY POLICE OFFICERS BERNARD )  
JEFFREY BILODEAU, TODD BLACKWELL, )  
RAOUL GALINDO, GLORIA LOPEZ- )  
VAUGHN, BOB MARTIN, RAY MUNOZ, )  
DEAN SATO and BRIAN SIMON; CITY OF )  
FREMONT; POLICE AGENTS WILLIAM )  
CARRANTI and RUSSELL SCHATZINGER, in )  
their personal and official capacities; and DOES )  
4-25 and 30-50, in their personal and official )  
capacities, inclusive, )  
Defendants. )

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I, Ann Brick, declare as follows:

1. I am an attorney at law duly licensed to practice before all courts of the state of California. I am an attorney for the American Civil Liberties Union Foundation of Northern California, Inc., co-counsel of record for Plaintiffs Brian Benitez, Victor Munoz, a minor, by Angela Munoz, his guardian ad litem, and Jessica Prentice, ("Plaintiffs") along with the firms Kecker & Van Nest and Nossaman, Guthner, Knox & Elliott. The matters set forth below are of my own personal knowledge and, if called as a witness I could and would competently testify thereto.

2. On or about April 9, 2004, counsel for Plaintiffs invited counsel for Defendants Don Montoya, Susan Speakman, Gwen Estes, Barbara Arovalle, Jonas Dino, Linda Fernandes, Jim Navarro, Cathy Kelly, Ruth Ann McKenna, Lorrie Barrera, Craig Lang, Jesus Varela, Jason Robarge, Dan Fowler, Sterling Bruner, Lisa Garcia, and Jennifer Daniels Crowell ("School District Defendants") to engage in settlement discussions regarding this matter. School District Defendants accepted Plaintiffs' invitation to discuss settlement options.

3. School District Defendants and Plaintiffs met on approximately 4 to 5 occasions to negotiate a potential settlement. Both parties also attended more than one Court ordered Settlement Conference.

4. On or about March 25, 2005, following extensive good faith settlement negotiations, Plaintiffs and School District Defendants came to a reasonable and fair written settlement agreement and mutual release involving both monetary relief from School District Defendants to Plaintiffs and their attorneys, and injunctive relief. The terms and amount of the settlement are as stated in Settlement Agreement and Mutual Release.

5. The settlement was made and agreed upon because it was determined, after taking into consideration the potential range of plaintiffs' approximate recovery and the School District defendants' potential proportionate liability, that the amounts paid to plaintiffs and the amounts for attorneys' fees under the settlement were fair and reasonable. In addition, the injunctive relief aspects of the settlement were considered in determining whether to enter into the settlement.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 20th day of May, 2005, in Bethesda, Maryland.

/S/ Ann Brick  
ANN BRICK

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